

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

M012

3. EFFECTIVE DATE

04/01/2008

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

U. S. Department of Energy

DOE-WVDP

10282 Rock Springs Road

West Valley, NY 14171-9799

7. ADMINISTERED BY (If other than Item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

West Valley Environmental Services, LLC

10282 Rock Springs Road

West Valley, NY 14171-9799

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DE-AC30-07CC30000

10B. DATED (SEE ITEM 11)

X

July 29, 2007

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

48 C.F.R. 43.202; Contract DE-AC30-07CC30000 Clause I.82- FAR 52.243-2 Changes - Cost Reimbursement and

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Mary Jane Scouten

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

4/14/08

(Signature of Contracting Officer)

4/17/08

ORIGINAL

- A. The purpose of this Modification (M012) is to incorporate the following negotiated change into the contract pursuant to Contract Clause I. 82 FAR 52.243-2 Changes – Cost Reimbursement. The Contractor accepts this modification as an accurate reflection of actual negotiations and in full satisfaction for performance of the work negotiated.

The contract cost is increased by \$4,202,415 to reflect the negotiated cost associated with installation of a cap over the Nuclear Regulatory Commission-Licensed Disposal Area (NDA). The contract base and award fee pools are increased by \$84,048 in base fee and \$210,121 in award fee respectively.

- B. Clause B. 2, “Estimated Cost, Base, and Award Fee,” paragraph (b) is changed as follows as shown in the attached replacement page:

The total estimated cost of this contract is changed from: \$156,855,891 to: \$161,058,306
(This amount includes \$1,330,119 allocated to transition activities)”

- C. Clause B. 2, “Estimated Cost, Base, and Award Fee,” paragraph (c) is changed as follows as shown in the attached replacement page:

The base fee is changed from: \$3,087,512 to: \$3,171,560 (less transition).

- D. Clause B. 2, “Estimated Cost, Base, and Award Fee,” paragraph (d) is changed as follows as shown in the attached replacement page:

The total available award fee is changed from: \$7,718,784 to: \$7,928,905.

- E. Section C, Table C-3, page C-3-31 is modified to change the contract end state for the Nuclear Regulatory Commission-Licensed Disposal Area (NDA) from “no further action” to “Interim Cap” as shown in the attached replacement page.

- F. As a result of contract changes herein the total amount of contract shown in Block 13, of OF 307 is changed to read \$172,597,371. in lieu of \$168,100,787.

- G. This supplemental agreement constitutes final agreement of all claims arising out of or associated with the negotiation of the work identified in this modification. Except as provided herein all other terms and conditions of the contract remain unchanged.

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a cost plus award fee (CPAF) type contract for the West Valley Demonstration Project interim end state. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS).

Performance under this contract shall be subject to the availability of funds from which payment for contract purposes can be made. The availability of funds is contingent on appropriations by Congress and New York State. Therefore, funding is subject to change based on actual appropriations and actual award date of the contract. Such funds will be provided for all allowable and allocable billings for cost and fee. It is anticipated that contract funding will be obligated on a quarterly basis throughout each fiscal year.

B.2 ESTIMATED COST, BASE, AND AWARD FEE

(a) The Energy Employees Occupational Injury Compensation Program Act (EEOICPA) are separately funded by the Office of Environment, Safety and Health (EH). Costs associated with the Radiological Assistance Program (RAP) support are separately funded by the National Nuclear Security Administration (NNSA). The Contractor shall segregate these charges and report them separately.

(b) Pursuant to the FAR clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract is \$161,058,306

(c) The base fee is \$3,171,560 (Less transition).

(d) The award fee for this contract shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available base and award fee for the period may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously

paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s). The total available award fee for the contract is \$7,928,905. Award fee available for each period is as set forth in the award fee plan. Should the anticipated scope per fiscal year increase or decrease by an estimated 10% or greater from the scope as priced in the contract for that year, the Contractor and Government will enter into good faith negotiations to revise the fee pool for that year (and subsequent years as may be appropriate) accordingly.

- (e) Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is as shown in the most recent funding modification. It is estimated that this amount is sufficient to cover performance through the period identified in the most recent funding modification.
- (f) **Financial Plans: Cost and Commitment Limitations.** The Contractor shall comply with DOE issued Financial Plans which establish appropriation obligational control levels (i.e. an upper limit on incurred obligations or expenditures) in the performance of this contract. A Financial Plan is a document issued by DOE that provides the Contractor with the available funding by administrative control points. For example, the Contractor may only spend Project Baseline Summary (PBS) OH-WV-0020 funds on Safeguards and Security.

B.3 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

- (a) Contract transition is a 30 to 60-day period of time prior to the date the contractor assumes full responsibility. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. During the transition period, the Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 30- day review and approval period. The Contractor shall obtain all necessary permits and licenses. Available government furnished facilities, property, services and items are identified in Section H and Section J.
- (c) All transition costs shall be included in the total estimated cost of this contract.

Waste Tank Farm (WTF) Training/Test Platforms	None	Mock-ups, testing, training for long pumps and equipment	Industrial	n.a.	North Tower 16x16x57 ft high; South tower 15x16x48 ft high preengineered steel structures.	Operable (North tower anticipated to be removed prior to contract Award)	Removed
Road-Salt & Sand Storage Shed	Grounds maintenance	Grounds maintenance	Industrial	n.a.	20' x 22' Storage bin and sand stall on 51' blacktop on 10' stone underlay with wooden roof	Operational	Removed
Vitrification Hardstand	None.	Staging of nonhazardous melter refractory bricks and nonradiological vitrification test glass and equipment. Inactive since 1993. Office trailers.	Industrial	NFA (at this time) determination was made. Subject to RCRA Corrective Action. (SWMU 28)	~150' X 220' flat gravel pad	Removed	Removed
Product Storage Area	Temporary storage of nonhazardous debris.	Staging of containerized raw materials. Temporary storage of nonhazardous debris.	Industrial	NFA (at this time) determination was made. Subject to RCRA Corrective Action (SWMU 42)	Open air storage area; asphalt pad, approximately 20' x 60'; located adjacent to eastern half of southern end of Old Warehouse	Inactive	No further action
Nuclear Regulatory Commission-Licensed Disposal Area (NDA)	None	Disposal of LLW	Inactive Waste Site (IWS)	NFA- for short term only; groundwater monitoring and interceptor trench operation is performed.	370' x 600' (approx. 5 acre) disposal area located on S plateau. Contains both deep and special holes used by NFS, and trenches and caissons used by	Inactive	Interim cap

C3 - 31

SECTION C